



FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

NOV 16 2022

RICK WARREN  
COURT CLERK

108

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

Oklahoma Department of Securities  
*ex rel.* Melanie Hall, Administrator,

Plaintiff,

v.

Case No. CJ-2022-5066  
The Honorable Don Andrews

Premier Global Corporation, a Kansas Corporation,  
formerly known as Premier Construction Services,  
Inc., and doing business as Premier Construction  
Billing;  
Premier Factoring, LLC, a Kansas limited  
Liability company;  
PF-2, LLC, a Kansas limited liability company;  
PF-3, LLC, a Kansas limited liability company;  
PF-4, LLC, a Kansas limited liability company;  
PF-5, LLC, a Kansas limited liability company;  
PF-6, LLC, a Kansas limited liability company;  
PF-7, LLC, a Kansas limited liability company;  
DDI Advisory Group, LLC, a Kansas limited  
liability company;  
Steve Jonathan Parish, an individual;  
Richard Dale Dean, an individual;  
Premier Marketing Management,  
a Kansas corporation;  
Joshua Dane Owen, and individual;  
J&H Holdings, LLC, a cancelled Oklahoma  
limited liability company;  
Kyle Blackburn, an individual;  
Mitzimack, Inc., an Oklahoma corporation;  
Erika Griggs, an individual;  
Elkins & Associates, Inc., an Oklahoma corporation;  
Clyde Edward Elkins; an individual;  
Edmond Brokerage, Inc., an Oklahoma corporation;  
Brent Lee Worley, an individual;  
Byron Kent Freeman; an individual;  
Karen Lynn Freeman; an individual;  
Jay Michael Bogdahn, an individual,  
Defendants.

**DEFENDANTS, PREMIER MARKETING MANAGEMENT,  
& JOSHUA OWEN'S ANSWER TO PLAINTIFF'S PETITION**

Defendants, Premier Marketing Management ("Marketing") and Joshua Dean Owen ("Owen") (collectively the "Defendants") submit the following Answer to Plaintiff, Oklahoma Department of Securities ex rel. Melanie Hall, Administrator's ("Plaintiff") Petition. In response thereto, Defendants answer and state as follows:

### **THE PREMIER STORY**

1. Defendants generally lack sufficient knowledge and information to admit or deny the allegations and statements set forth in numerical paragraph 1 of Plaintiff's Petition as it concerns Steve Parish ("Parish") and Richard Dean's ("Dean") designs and actions in orchestrating the alleged Ponzi scheme through multiple entities. Nonetheless, Defendants do specifically deny any knowledge or participation concerning said "designs and actions" orchestrated by Parish and Dean. Defendants further specifically deny and refute any suggestion anywhere within Plaintiff's Petition that they or their actions ought to be viewed together with those defendants termed by Plaintiff as the "Premier Defendants." Defendants will hereinafter refer to those other Defendants as the "Parish Defendants" in order to differentiate Defendants from those companies and individuals who were under the control and direction of Parish and Dean.<sup>1</sup> Defendants deny any other and further factual allegations contained within numerical paragraph 1 of Plaintiff's Petition, whether express or implied therein.

---

<sup>1</sup> Defendants unequivocally deny knowledge or participation in the alleged Ponzi scheme "orchestrated by" defendants, Parish and Dean, and object to any characterization by the Plaintiff of Defendants as part of the alleged "scheme" to deprive third-parties of their hard-earned investments. Defendants, alongside Owen's friends and members of Owen's family, have provided money into Parish and Dean's "scheme" and may possess claims against the "Parish Defendants", i.e., Steve Parish, Richard Dean, Premier Global Corporation, Premier Factoring LLC, PF-2, LLC, PF-3, LLC, PF-4, LLC, PF-5, LLC, PF-6, LLC, PF-7, LLC, and DDI Advisory Group, LLC, in connection with any losses suffered thereby as a result of any of the Parish Defendants' wrongful acts.

2. Defendants deny that they were involved in the offer and sale of securities to investors as alleged within numerical paragraph 2 of Plaintiff's Petition.<sup>2</sup> Upon information and belief, the Parish Defendants did represent to investors and others that Defendant Premier Global Corporation is successfully engaged in the business of factoring construction related invoices. Defendants are some of those persons and entities which received such representations as Defendants possess transferee accounts with Premier Global Corporation. Defendants otherwise lack sufficient knowledge or information to either admit or deny the specific allegations within numerical paragraph 2 related to representations and disclosures to investors concerning the purchase of construction related invoices for factoring purposes and interest payments that would be issued thereon. Defendants deny any other and further factual allegations contained within numerical paragraph 2 of Plaintiff's Petition, whether express or implied therein.

3. Defendants are without sufficient knowledge and information to either admit or deny the specific allegations within numerical paragraph 3 of Plaintiff's Petition.

4. Numerical paragraph 4 of Plaintiff's Petition purports to be asserted against all defendants in this action. However, Defendants deny any suggestion that they were engaged or involved in the conduct alleged therein. Defendants otherwise lack sufficient knowledge or information to either admit or deny the other specific allegations within numerical paragraph 4 of Plaintiff's Petition as it concerns the other defendants' conduct.

5. Numerical paragraph 5 of Plaintiff's Petition purports to be asserted against the "Premier Defendants" in this action. However, Defendants deny any suggestion that they were

---

<sup>2</sup> Plaintiff's Petition identifies any party that provided money in connection with the Parish Defendants' invoice factoring business as an "investor." Defendants do not consent or agree to that specific designation or definition of an "investor" as it concerns each and every reference thereto within this Answer. Nonetheless, Defendants apply the term "investor" throughout this Answer to refer to all said persons, without waiving any defenses related to this qualification.

engaged or involved in the conduct alleged against them. Defendants thus deny that they possessed any knowledge of the alleged actions, or engaged therein. Defendants otherwise lack sufficient knowledge or information to either admit or deny the other specific allegations within numerical paragraph 5 of Plaintiff's Petition.

6. Numerical paragraph 6 of Plaintiff's Petition purports to be asserted against the "Premier Defendants" in this action. However, Defendants deny any suggestion that they were engaged or involved in the conduct alleged against them. Defendants thus deny that they possessed any knowledge of the alleged Parish Defendants' actions, or engaged therein. Defendants otherwise lack sufficient knowledge or information to either admit or deny the other specific allegations within numerical paragraph 6 of Plaintiff's Petition.

7. Numerical paragraph 7 of Plaintiff's Petition purports to be asserted against all defendants in this action. However, Defendants deny any suggestion that they were engaged or involved in the conduct alleged therein. To the extent that numerical paragraph 7 asserts legal conclusions, it requires no response from these Defendants. Defendants otherwise lack sufficient knowledge or information to either admit or deny the other specific allegations within numerical paragraph 7 of Plaintiff's Petition as it concerns the other defendants' conduct.

#### **PENDING LITIGATION**

8. Upon information and belief, and upon the Plaintiff's representation, Defendants admit the Plaintiff's description of the procedural history of the Oklahoma County District Court Case No. CJ-2021-4397 involving many of the Parish Defendants. Defendants are ultimately not a party to that action and lack specific knowledge or information concerning any other parties' motivations or conduct in connection therewith.

## **JURISDICTION**

9. To the extent that numerical paragraph 9 asserts legal conclusions, it requires no response from these Defendants. Defendants do not challenge the Plaintiff's standing.

10. To the extent that numerical paragraph 10 asserts legal conclusions, it requires no response from these Defendants. Defendants do not challenge the Court's jurisdiction over this dispute, but do specifically and unequivocally deny any allegation that they engaged in conduct subject to the "Act", sold or offered to sell securities in this State, or any similar activity referenced by Plaintiff therein which would subject the Defendants to liability under the Act or Oklahoma law.

11. To the extent that numerical paragraph 11 asserts legal conclusions, it requires no response from these Defendants. Defendants do not challenge the venue in this Court.

## **DEFENDANTS**

### **PREMIER**

12. Upon information and belief, and upon Plaintiff's representations, Defendants generally admit the allegations within numerical paragraph 12 of Plaintiff's Petition. Provided, however, that Defendants lack sufficient knowledge or information concerning the extent to which said defendants registered, or qualified for exemption from registration, to issue, offer, or sell securities.

13. Upon information and belief, and upon Plaintiff's representations, Defendants generally admit the allegations within numerical paragraph 13 of Plaintiff's Petition. Provided, however, that Defendants lack sufficient knowledge or information concerning the extent to which said defendants registered, or qualified for exemption from registration, to issue, offer, or sell securities.

14. Upon information and belief, and upon Plaintiff's representations, Defendants generally admit the allegations within numerical paragraph 14 of Plaintiff's Petition. Provided, however, that Defendants lack sufficient knowledge or information concerning the extent to which said defendants registered, or qualified for exemption from registration, to issue, offer, or sell securities.

15. Upon information and belief, and upon Plaintiff's representations, Defendants generally admit the allegations within numerical paragraph 15 of Plaintiff's Petition. Provided, however, that Defendants lack sufficient knowledge or information concerning the extent to which Parish was registered, in any capacity, under the "Act."

16. Upon information and belief, and upon Plaintiff's representations, Defendants generally admit the allegations within numerical paragraph 16 of Plaintiff's Petition. Provided, however, that Defendants lack sufficient knowledge or information concerning the extent to which Parish was registered, in any capacity, under the "Act."

17. Defendants admit that Premier Marketing Management, Inc. is a Kansas corporation with its principal place of business in Derby, Kansas, and that at all times material to this dispute, it was controlled by Joshua Owen. Marketing has never been registered under the "Act" in any capacity, but Defendants deny that it had any reason to be registered or that it was not exempt from registration thereunder.

18. Defendants admit that Joshua Owen is a Kansas resident. Owen has never been registered under the "Act" in any capacity, but Defendants deny that he had any reason to be registered or that he was not exempt from registration thereunder. Defendants further specifically deny that Owen has offered and/or sold securities in and/or from Oklahoma as described in Plaintiff's Petition.

## OKLAHOMA SALES AGENTS

19. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 19 of Plaintiff's Petition.

20. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 20 of Plaintiff's Petition.

21. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 21 of Plaintiff's Petition.

22. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 22 of Plaintiff's Petition.

23. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 23 of Plaintiff's Petition.

24. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 24 of Plaintiff's Petition.

25. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 25 of Plaintiff's Petition.

26. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 26 of Plaintiff's Petition.

27. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 27 of Plaintiff's Petition.

28. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 28 of Plaintiff's Petition.

29. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 29 of Plaintiff's Petition.

30. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 30 of Plaintiff's Petition.

**CERTAIN [OTHER] DEFENDANTS['] DISCIPLINARY HISTORIES**

**ELKINS**

31. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 31 of Plaintiff's Petition.

32. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 32 of Plaintiff's Petition.

33. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 33 of Plaintiff's Petition.

34. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 34 of Plaintiff's Petition.

35. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 35 of Plaintiff's Petition.

**STANLEY**

36. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 36 of Plaintiff's Petition.

37. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 37 of Plaintiff's Petition.

38. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 38 of Plaintiff's Petition.

39. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 39 of Plaintiff's Petition.



40. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 40 of Plaintiff's Petition.

41. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 41 of Plaintiff's Petition.

42. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 42 of Plaintiff's Petition.

#### **KENT FREEMAN**

43. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 43 of Plaintiff's Petition.

44. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 44 of Plaintiff's Petition.

45. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 45 of Plaintiff's Petition.

#### **DEAN**

46. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 46 of Plaintiff's Petition.

#### **NATURE OF THE CASE**

##### **CONSTRUCTION BILLING AND INVOICE FACTORING**

47. Defendants generally admit the allegations contained within numerical paragraph 47 of Plaintiff's Petition.

48. While it is unclear whether the Plaintiff is alleging that the described services are the only service provided by Premier Global Corporation ("Premier"), which would perhaps not

be accurate, upon information and belief, Defendants generally admit the allegations contained within numerical paragraph 48 of Plaintiff's Petition as it concerns the work performed by Premier.

49. Upon information and belief, Defendants generally admit the allegations contained within numerical paragraph 49 of Plaintiff's Petition. Subject, of course, to the distinction identified in footnote 2 above.

#### **THE PROMISSORY NOTES**

50. Numerical paragraph 50 of Plaintiff's Petition contains allegations of representations purportedly made by all defendants in this action. However, Defendants deny any suggestion that they made such representations or possessed the agency to speak on behalf of Premier or DDI Advisory Group, LLC ("DDI"). Defendants otherwise lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 50 of Plaintiff's Petition concerning the actions of many of the Parish Defendants and the specific content of any particular document. Defendants believe that the language of the subject promissory notes and private placement memoranda would speak for itself.

51. Numerical paragraph 51 of Plaintiff's Petition contains allegations of representations purportedly made by or on behalf of all "Premier Defendants" in this action concerning their "reliance on and exemption from securities registration requirements." Defendants made no such representation and are not parties to any of the subject promissory notes or private placement memoranda. Defendants otherwise lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 51 of Plaintiff's Petition concerning the actions of any of the Parish Defendants and the specific content of any particular document. Defendants believe that the language of the subject promissory notes and private

placement memoranda would speak for itself. Finally, to the extent that paragraph 51 contains any conclusion of law, Defendants are not required to respond.

52. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 52 of Plaintiff's Petition concerning the actions of any of the Parish Defendants and the specific content of any particular document offered by them. Defendants believe that the language of the subject private placement memoranda would speak for itself.

53. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 53 of Plaintiff's Petition concerning the actions of any of the Parish Defendants and the specific content of any particular document offered by them. Defendants believe that the language of the subject private placement memoranda would speak for itself.

54. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 54 of Plaintiff's Petition concerning the actions of any of the Parish Defendants or their "Oklahoma Sales Agents." Notably, Defendants are not among those alleged to have engaged in the alleged offerings and sales of the promissory notes.

55. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 55 of Plaintiff's Petition concerning the actions or agreements of any of the Parish Defendants or their "Oklahoma Sales Agents."

56. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 56 of Plaintiff's Petition concerning the actions of any of the Parish Defendants or the Oklahoma Sales Agents and the specific content of any particular

document offered or sold by them. Defendants believe that the language of the subject documents would speak for itself.

57. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 57 of Plaintiff's Petition concerning the actions, agreements, or commissions of any of the Parish Defendants or their "Oklahoma Sales Agents."

#### **THE TRANSFEE AGREEMENTS**

58. Numerical paragraph 58 of Plaintiff's Petition purports to be asserted against collectively against Premier, Parish, Marketing and Owen, suggesting that Marketing and Owen "offered and sold transferee agreements" and "raised money" from "investors." Defendants refer Plaintiff to their footnote number 2 above concerning the distinction between "investors" and *anyone* who may have provided money to a Parish Defendant. Upon information and belief, "Transferee Agreements" did not constitute "investments." Regardless, only Premier, under the control of Parish, engaged in such conduct. Any allegation to the contrary is denied. Indeed, Marketing, Owen, and many members of Owen's friends and family were "Transferee Investors" who entered into "Transferee Agreements" *with Premier*. Owen and Marketing were aware of the entry of Transferee Agreements between Transferee Investors and Premier, but did not sell the same or make any promises connected therewith. Further, upon information and belief, at least two Oklahoma transferee Investors spoke and communicated directly with Parish concerning the Transferee Agreements and questions related thereto, prior to entering into same. Any other or further factual allegations within numerical paragraph 58 of Plaintiff's Petition not specifically addressed herein, whether express or implied, are denied.

59. With respect to numerical paragraph 59 of Plaintiff's Petition, Defendants answer that the language and terms of the subject Transferee Agreements speak for themselves.

Defendants deny that they perform any action to permit any Transferee Investor to "realize a profitable return" or otherwise effect any return at all. Defendants did have access as a signatory on many Transferee Investors' accounts, but made no decisions concerning the amount of investment therefrom or any return thereupon. Defendants were directed by Premier to remit specific funds from Premier's account(s) to specific Transferee Investors' account(s) on specific dates for Premier. Defendants similarly deposited specific designated Transferee Investors' funds into Premier's account(s) at Premier's direction for Premier. At all times, Premier calculated and determined the amount of funds payable to any party and for what purpose or invoice. Defendants had no role in this decision-making process whatsoever, and their role was purely administrative. Any other or further factual allegations within numerical paragraph 59 of Plaintiff's Petition not specifically addressed herein, whether express or implied, are denied.

60. Defendants admit that Transferee Investors received monthly business activity reports concerning their respective "investments." However, these business activity reports were prepared with data provided exclusively by Premier and others working for the Parish Defendants. Defendants did not participate in preparing said monthly business activity reports and made no entries therein. Similarly, neither of the Defendants controlled the purchase of any invoices with any funds from any Transferee Investor. All such actions were taken by Premier. Any other or further factual allegations within numerical paragraph 60 of Plaintiff's Petition not specifically addressed herein, whether express or implied, are denied.

61. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 61 of Plaintiff's Petition.

62. Defendants deny the allegations within numerical paragraph 62 of Plaintiff's Petition. Defendants have received no such commissions from the sale of Transferee Agreements.

Defendants lack sufficient knowledge or information to either admit or deny whether some third-party or other defendant in this action may have received some commission.

### **THE FRAUDULENT CONDUCT**

#### **A. REVENUE MISREPRESENTATIONS**

63. Numerical paragraph 63 of Plaintiff's Petition purports to be asserted against all defendants in this action. However, Defendants deny any allegation that they were engaged in the representations identified therein. Defendants otherwise lack sufficient knowledge or information to either admit or deny the other specific allegations within numerical paragraph 63 of Plaintiff's Petition as it concerns Premier's profitability or the veracity of other defendants' representations to third-parties.

#### **B. INVOICE OWNERSHIP MISREPRESENTATIONS**

64. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 64 of Plaintiff's Petition.

65. Defendants deny any use of Premier (or any investor or defendant) funds for any purpose outlined in numerical paragraph 5 above, all as alleged within numerical paragraph 65 of Plaintiff's Petition. Defendants lack sufficient knowledge or information to either admit or deny the remaining allegations within numerical paragraph 65 as it concerns what the Parish Defendants may have done with investor funds upon their receipt.

66. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 66 of Plaintiff's Petition.

67. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 67 of Plaintiff's Petition.

**C. OKLAHOMA SALES AGENT MISREPRESENTATIONS/OMISSIONS**

68. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 68 of Plaintiff's Petition.

69. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 69 of Plaintiff's Petition.

70. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 70 of Plaintiff's Petition.

71. Defendants admit that they made no representation to anyone concerning Dean's disciplinary history. Defendants specifically deny, however, that they had any knowledge of Dean's disciplinary history or any obligation to either know same or to make any representation to any Oklahoma investor concerning same. Defendants do not have any legal relationship with Dean. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 71 of Plaintiff's Petition related to what other defendants may have communicated to any Oklahoma investor.

72. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 72 of Plaintiff's Petition.

73. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 73 of Plaintiff's Petition.

74. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 74 of Plaintiff's Petition.

**D. EXEMPT OFFERING MISREPRESENTATIONS**

75. Defendants deny that they made any representations to any investor concerning exemption of any defendant from securities registration requirements. Defendants further deny

that they offered or sold securities, or that they failed to qualify for exemption from said registration requirements. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 75 of Plaintiff's Petition as it concerns any other defendant.

76. Defendants deny that they made any representations to any investor concerning exemption of any defendant from securities registration requirements. Defendants further deny that they offered or sold securities, or that they failed to qualify for exemption from said registration requirements. Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 76 of Plaintiff's Petition as it concerns any other defendant.

**E. UNDISCLOSED TRANSFERS OF SUBSTANTIAL INVESTOR FUNDS**

77. Defendants deny that they possessed any knowledge of investor money being used for "extensive intra-company transfers for activity that was not attributable to actual invoice factoring." Defendants lack sufficient knowledge or information to either admit or deny the allegations within numerical paragraph 77 of Plaintiff's Petition concerning Premier's action.

**F. INVESTOR MONEY USED TO PAY OTHER INVESTORS**

78. Defendants deny that they used money received from new investors to pay promised returns pursuant to agreements between Premier and other investors. Defendants further specifically deny that they engaged in *anything* to keep the alleged "scheme from collapsing" or to "prevent its detection." Defendants possessed no knowledge of any such scheme.

**G. TRANSFEREE REPORT MISREPRESENTATIONS**

79. Numerical paragraph 79 of Plaintiff's Petition conflates the submission of a monthly activity business report with the "concealment of misuse" of investor funds,



“perpetuation” of a scheme to defraud investors, and the preparation of “false” revenue generated from factoring activity. These allegations are hurled against Defendants alongside Premier and Parish. These Defendants had no such role in the Parish Defendants’ schemes. Premier and Premier’s representatives drafted monthly business activity reports and the data utilized therein and uploaded them to a SharePoint drive to which Defendants possessed access. Those reports were submitted to the applicable investors at Premier’s direction. Defendants had neither knowledge of any inaccuracy within any such report, nor reason to know of any inaccuracy. Defendants certainly deny that the submission of a document prepared by Premier to an investor was done with the intent or expectation that such disclosure would “conceal the misuse” of investor funds or “perpetuate” a scheme to defraud said investors. Any other or further factual allegations within numerical paragraph 79 of Plaintiff’s Petition not specifically addressed herein, whether express or implied, are denied.

#### **H. SUBMISSION OF FABRICATED INVOICES**

80. Numerical paragraph 80 of Plaintiff’s Petition again appears directed towards all Defendants. However, only the Parish Defendants are parties to the litigation and court orders which are referenced in this paragraph. This allegation is improperly (and likely inadvertently) directed towards these Defendants. Defendants have produced no records to Plaintiff via any court order (nor received any such order to do so). Defendants have further not fabricated any record. Defendants lack sufficient knowledge or information to either admit or deny any remaining allegation within numerical paragraph 80 of Plaintiff’s Petition as it concerns any other defendant’s actions, including Parish (who has since gone into hiding).

### **FIRST CAUSE OF ACTION**

81. Defendants reallege and incorporate by reference their answers and responses above to each and every allegation in numerical paragraphs 1 through 80 of Plaintiff's Petition, as if set forth fully and completely herein.

82. The allegation in numerical paragraph 82 of Plaintiff's Petition constitutes a legal conclusion which requires no response. Defendants deny any factual allegations stated or implied therein.

83. The allegations in numerical paragraph 83 of Plaintiff's Petition contain legal conclusions which require no response. Defendants deny any factual allegations stated or implied therein as such allegations concern these Defendants. Defendants presently lack sufficient knowledge or information to either admit or deny said allegations as they relate to the actions of other defendants.

84. The allegations in numerical paragraph 84 of Plaintiff's Petition contain legal conclusions which require no response. Defendants deny any factual allegations stated or implied therein as such allegations concern these Defendants. Defendants presently lack sufficient knowledge or information to either admit or deny said allegations as they relate to the actions of other defendants.

### **SECOND CAUSE OF ACTION**

85. Defendants reallege and incorporate by reference their answers and responses above to each and every allegation in numerical paragraphs 1 through 84 of Plaintiff's Petition, as if set forth fully and completely herein.

86. The allegations in numerical paragraph 86 of Plaintiff's Petition contain legal conclusions which require no response. Defendants deny any factual allegations stated or implied

therein as such allegations concern these Defendants. Defendants presently lack sufficient knowledge or information to either admit or deny said allegations as they relate to the actions of other defendants.

87. The allegations in numerical paragraph 87 of Plaintiff's Petition contain legal conclusions which require no response. Defendants deny any factual allegations stated or implied therein as such allegations concern these Defendants. Defendants presently lack sufficient knowledge or information to either admit or deny said allegations as they relate to the actions of other defendants.

88. Defendants admit that they are not registered as agents pursuant to Section 1-402 of the Act. Defendants nonetheless deny any factual allegations implied therefrom. Defendants presently lack sufficient knowledge or information to either admit or deny said allegations as they relate to the actions and condition of other defendants.

89. With respect to the allegations in numerical paragraph 89 of Plaintiff's Petition, Defendants deny any factual allegations stated or implied therein as such allegations concern these Defendants. Defendants have no legal relationship with the Oklahoma Sales Agents. Defendants presently lack sufficient knowledge or information to either admit or deny said allegations as they relate to the actions of other defendants.

90. The allegations in numerical paragraph 90 of Plaintiff's Petition contain legal conclusions which require no response. Defendants deny any factual allegations stated or implied therein as such allegations concern these Defendants. Defendants presently lack sufficient knowledge or information to either admit or deny said allegations as they relate to the actions of other defendants.

### **THIRD CAUSE OF ACTION**

91. Defendants reallege and incorporate by reference their answers and responses above to each and every allegation in numerical paragraphs 1 through 90 of Plaintiff's Petition, as if set forth fully and completely herein.

92. The allegations in numerical paragraph 92 of Plaintiff's Petition contain legal conclusions which require no response. Defendants deny any factual allegations stated or implied therein as such allegations concern these Defendants. Defendants presently lack sufficient knowledge or information to either admit or deny said allegations as they relate to the actions of other defendants.

93. The allegations in numerical paragraph 93 of Plaintiff's Petition contain legal conclusions which require no response. Defendants deny any factual allegations stated or implied therein as such allegations concern these Defendants. Defendants presently lack sufficient knowledge or information to either admit or deny said allegations as they relate to the actions of other defendants.

### **FOURTH CAUSE OF ACTION**

94. Defendants reallege and incorporate by reference their answers and responses above to each and every allegation in numerical paragraphs 1 through 93 of Plaintiff's Petition, as if set forth fully and completely herein.

95. The allegations in numerical paragraph 95 of Plaintiff's Petition contain legal conclusions which require no response. Defendants deny any factual allegations stated or implied therein as such allegations concern these Defendants. Defendants presently lack sufficient knowledge or information to either admit or deny said allegations as they relate to the actions of other defendants.

96. The allegations in numerical paragraph 96 of Plaintiff's Petition contain legal conclusions which require no response. Defendants deny any factual allegations stated or implied therein as such allegations concern these Defendants. Defendants presently lack sufficient knowledge or information to either admit or deny said allegations as they relate to the actions of other defendants.

#### **FIFTH CAUSE OF ACTION**

97. Defendants reallege and incorporate by reference their answers and responses above to each and every allegation in numerical paragraphs 1 through 96 of Plaintiff's Petition, as if set forth fully and completely herein.

98. The allegations in numerical paragraph 98 of Plaintiff's Petition contain legal conclusions which require no response. Defendants deny any factual allegations stated or implied therein as such allegations concern these Defendants. Defendants presently lack sufficient knowledge or information to either admit or deny said allegations as they relate to the actions of other defendants.

99. The allegations in numerical paragraph 99 of Plaintiff's Petition contain legal conclusions which require no response. Defendants deny any factual allegations stated or implied therein as such allegations concern these Defendants. Defendants presently lack sufficient knowledge or information to either admit or deny said allegations as they relate to the actions of other defendants.

#### **PRAYER FOR RELIEF**

With respect to the prayer for relief set forth following numerical paragraph 99 of Plaintiff's Petition, Defendants deny each and every factual allegation therein, whether express or implied, as it concerns the actions, conduct, or state of mind of these Defendants. As mentioned

throughout this Answer, Defendants presently lack sufficient knowledge or information to either admit or deny said allegations as they relate to the actions of other defendants.

Nonetheless, in consideration of these denials, and the lack of culpability of these Defendants in engaging in the scheme purportedly perpetrated against investors, which such investors include these Defendants, Defendants pray that this Court deny Plaintiff's requested relief against them, such that Defendants are not subject to any permanent injunction or the freezing of their assets, and are not required to pay restitution to any party, or to remit any penalty to any party. Defendants ask the Court to vindicate their own rights as Transferee Investors with Premier such that their rights are protected and their assets preserved, along with such other and further relief as this Court deems just and proper.

#### **AFFIRMATIVE DEFENSES**

1. Plaintiff has failed to state a claim upon which relief may be granted.
2. General denial of the factual allegations asserted against these Defendants.
3. Defendants specifically deny any alleged violation by them, or either of them, of the Oklahoma Uniform Securities Act of 2002 (the "Act"). At no time have Defendants, or either of them, issued, offered or sold registered or unregistered securities, nor have they acted as an agent, registered or unregistered, for the purpose of offering the sale or purchase of securities.
4. Defendants specifically deny that they engaged in the sale of any security to any of the afflicted "investors" of the Parish Companies. To the extent that it is found that Defendants did participate in the sale of any said security, said security is exempt from the requirements of 71 O.S. §§ 1-301 and 1-504.
5. Defendants specifically deny that they were a party to or engaged in any transaction between any of the afflicted investors and the Parish Companies. To the extent that it is found that

Defendants did participate in said transactions, said transaction is exempt from security registration pursuant to 71 O.S. §§ 1-201 and 1-202.

6. Defendants specifically deny that they are agents engaged in the sale of any security to any of the afflicted investors of the Parish Companies. To the extent that it is found that Defendants are agents engaged in the sale of a security, Defendants are exempt from registration pursuant to 71 O.S. § 1-402.

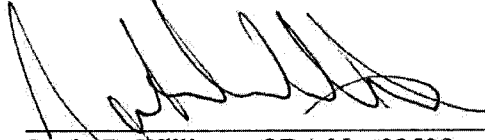
7. Defendants deny that they have violated any duty owed to the Plaintiff or any Oklahoma investor.

8. There is no causal connection between Defendants' actions and Plaintiff's or the Oklahoma investor's claimed injuries.

9. Defendants reserve the right to amend this Answer to assert any additional or alternative defenses as discovery in this case progresses.

WHEREFORE, Defendants pray that this Court deny Plaintiff's requested relief against them, such that Defendants are not subject to any permanent injunction or the freezing of their assets, and are not required to pay restitution to any party, or to remit any penalty to any party. Defendants ask the Court to vindicate their own rights as Transferee Investors with Premier such that their rights are protected and their assets preserved, along with such other and further relief as this Court deems just and proper.

Respectfully Submitted,



Justin R. Williams, OBA No. 32539  
OVERMAN LEGAL GROUP, PLLC  
809 NW 36<sup>th</sup> Street  
Oklahoma City, Oklahoma 73118  
Telephone: (405) 605-6718  
Facsimile: (405) 605-6719  
Email: [justinwilliams@overmanlegal.com](mailto:justinwilliams@overmanlegal.com)  
**ATTORNEYS FOR DEFENDANTS,  
JOSHUA DANE OWEN AND PREMIER MARKETING  
MANAGEMENT**

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 16<sup>th</sup> day of November, 2022, a true and correct copy of the above and foregoing instrument was submitted via US Mail to the following:

Patricia A. Labarthe, Esquire  
Shaun Mullins, Esquire  
Oklahoma Department of Securities  
204 North Robinson, Suite 400  
Oklahoma City, OK 73102  
[plabarthe@securities.ok.gov](mailto:plabarthe@securities.ok.gov)  
[smullins@securities.ok.gov](mailto:smullins@securities.ok.gov)  
ATTORNEYS FOR OKLAHOMA DEPARTMENT OF SECURITIES,  
MELANIE HALL, ADMINISTRATOR

Rollin Nash, Jr., Esquire  
Dennis S. Boxeur, Esquire  
Bryan C. Dixon, Esquire  
NASH COHENOUR & GIESSMANN, P.C.  
4101 Perimeter Center Drive, Suite 200  
Oklahoma City, OK 73112  
[rnash@nashfirm.com](mailto:rnash@nashfirm.com)  
[dboxeur@nashfirm.com](mailto:dboxeur@nashfirm.com)  
[bdixon@nashfirm.com](mailto:bdixon@nashfirm.com)  
ATTORNEYS FOR DEFENDANTS, ELKINS & ASSOCIATES, INC.,  
AND CLYDE EDWARD ELKINS



J. Clay Christensen, Esquire  
Jonathan M. Miles, Esquire  
Brock Z. Pittman, Esquire  
Whitney J. Dockrey, Esquire  
CHRISTENSEN LAW GROUP, PLLC  
The Parkway Building  
3401 NW 63<sup>rd</sup> Street, Suite 600  
Oklahoma City, OK 73116  
[clay@christensenlawgroup.com](mailto:clay@christensenlawgroup.com)  
[jon@christensenlawgroup.com](mailto:jon@christensenlawgroup.com)  
[brock@christensenlawgroup.com](mailto:brock@christensenlawgroup.com)  
[whitney@christensenlawgroup.com](mailto:whitney@christensenlawgroup.com)

ATTORNEYS FOR DEFENDANTS, J&H HOLDINGS, LLC,  
KYLE BLACKBURN, MITZIMACK, INC., ERIKA GREGGS,  
JAMES SCOTT STANLEY, EDMOND BROKERAGE, INC.,  
BRENT LEE WORLEY, BYRON KENT FREEMAN AND  
KAREN LYNNE FREEMAN

Jeanette C. Timmons, Esquire  
CONNERS & WINTERS, LP  
1700 One Leadership Square  
211 North Robinson Avenue  
Oklahoma City, OK 73102  
[jtimmons@cwlaw.com](mailto:jtimmons@cwlaw.com)

ATTORNEYS FOR DEFENDANTS, J&H HOLDINGS, LLC,  
KYLE BLACKBURN, MITZIMACK, INC., ERIKA GREGGS,  
JAMES SCOTT STANLEY, EDMOND BROKERAGE, INC.,  
BRENT LEE WORLEY, BYRON KENT FREEMAN AND  
KAREN LYNNE FREEMAN



For the Firm